

SPACE COOPERATION

Observatory Satellites

**Agreement Between the
UNITED STATES OF AMERICA
and JAPAN**

Effectuated by Exchange of Notes at
Washington December 1, 2008



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“. . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

JAPAN

Space Cooperation: Observatory Satellites

*Agreement effected by exchange of notes at
Washington December 1, 2008;
Entered into force December 1, 2008.*

EMBASSY OF JAPAN
WASHINGTON, D.C.

December 1, 2008

Excellency:

I have the honor to refer to the recent discussions between representatives of the Government of Japan and representatives of the Government of the United States of America concerning the cooperation between the Japan Aerospace Exploration Agency (hereinafter referred to as "JAXA") and the National Aeronautics and Space Administration of the United States of America (hereinafter referred to as "NASA") on the Joint Program between the Greenhouse Gases Observing Satellite (GOSAT) and the Orbiting Carbon Observatory (OCO) satellite (hereinafter referred to as "the Program"), of which JAXA's contribution will be undertaken as a part of the "Japanese Long-Term Program of Space Activities" of the Government of Japan.

In consideration of the continuing mutually beneficial relationship between the two Governments in the field of peaceful exploration and use of outer space; and taking into account the Agreement between the Government of Japan and the Government of the United States of America on Cooperation in Research and Development in Science and Technology, signed at Toronto on June 20, 1988, as extended and amended; and reaffirming that the provisions of the Agreement between the Government of Japan and the Government of the United States of America Concerning Cross-Waiver of Liability for Cooperation in the Exploration and Use of Space for Peaceful Purposes, signed at Washington on April 24, 1995, and the Exchange of Notes of the same date between the two Governments concerning subrogated claims shall apply to the Program, I have the further honor to propose on behalf of the Government of Japan the following arrangements:

1. The cooperation between JAXA and NASA on the Program (hereinafter referred to as "the Cooperation") will be conducted in accordance with the terms and conditions of implementing arrangements (Memorandum of Understanding) to be agreed upon by JAXA and NASA.
2. The Cooperation will be conducted in accordance with the laws and regulations in force in each country and subject to the availability of appropriated funds.

3. JAXA and NASA will consult with each other on any matter that may arise from or in connection with the Cooperation with a view to finding a mutually acceptable solution. If the matter cannot be resolved through such consultations, consultations between the Government of Japan and the Government of the United States of America shall be held through diplomatic channels with a view to finding a mutually acceptable solution.

4. The present arrangements shall remain in force for ten years and shall continue in force thereafter unless terminated by either Government at the end of the initial ten-year period or at any time thereafter by giving to the other Government at least six months' written advance notice of its intention to terminate them through diplomatic channels. The present arrangements may be amended by mutual written agreement of the two Governments.

I have the further honor to propose that, if the foregoing arrangements are acceptable to the Government of the United States of America, this Note and Your Excellency's Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of Your Excellency's Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Ambassador Extraordinary
and Plenipotentiary of Japan

A handwritten signature in black ink, likely Japanese, consisting of four characters. It appears to read "松原元秀" (Matsuura Kōichirō).

Her Excellency
Condoleezza Rice
The Secretary of State

DEPARTMENT OF STATE

WASHINGTON

December 1, 2008

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's note of December 1, 2008, which reads as follows:

"I have the honor to refer to the recent discussions between representatives of the Government of Japan and representatives of the Government of the United States of America concerning the cooperation between the Japan Aerospace Exploration Agency (hereinafter referred to as "JAXA") and the National Aeronautics and Space Administration of the United States of America (hereinafter referred to as "NASA") on the Joint Program between the Greenhouse Gases Observing Satellite (GOSAT) and the Orbiting Carbon Observatory (OCO) satellite (hereinafter referred to as "the Program"), of which JAXA's contribution will be undertaken as a part of the "Japanese Long-Term Program of Space Activities" of the Government of Japan.

In consideration of the continuing mutually beneficial relationship between the two Governments in the field of peaceful exploration and use of outer space; and taking into account the Agreement between the Government of Japan and the Government of the United States of America

His Excellency,
Ichiro Fujisaki,
Ambassador of Japan.

DIPLOMATIC NOTE

on Cooperation in Research and Development in Science and Technology, signed at Toronto on June 20, 1988, as extended and amended; and reaffirming that the provisions of the Agreement between the Government of Japan and the Government of the United States of America Concerning Cross-Waiver of Liability for Cooperation in the Exploration and Use of Space for Peaceful Purposes, signed at Washington on April 24, 1995, and the Exchange of Notes of the same date between the two Governments concerning subrogated claims shall apply to the Program, I have the further honor to propose on behalf of the Government of Japan the following arrangements:

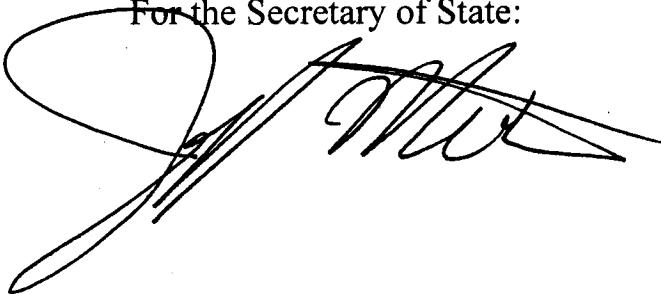
1. The cooperation between JAXA and NASA on the Program (hereinafter referred to as "the Cooperation") will be conducted in accordance with the terms and conditions of implementing arrangements (Memorandum of Understanding) to be agreed upon by JAXA and NASA.
2. The Cooperation will be conducted in accordance with the laws and regulations in force in each country and subject to the availability of appropriated funds.
3. JAXA and NASA will consult with each other on any matter that may arise from or in connection with the Cooperation with a view to finding a mutually acceptable solution. If the matter cannot be resolved through such consultations, consultations between the Government of Japan and the Government of the United States of America shall be held through diplomatic channels with a view to finding a mutually acceptable solution.
4. The present arrangements shall remain in force for ten years and shall continue in force thereafter unless terminated by either Government at the end of the initial ten-year period or at any time thereafter by giving to the other Government at least six months' written advance notice of its intention to terminate them through diplomatic channels. The present arrangements may be amended by mutual written agreement of the two Governments.

I have the further honor to propose that, if the foregoing arrangements are acceptable to the Government of the United States of America, this Note and Your Excellency's Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of Your Excellency's Note in reply."

I have the further honor to confirm on behalf of the Government of the United States of America that the foregoing arrangements are acceptable to the Government of the United States of America and to agree that Your Excellency's note and this note in reply shall constitute an agreement between the two Governments, which will enter into force on the date of this note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

A handwritten signature in black ink, appearing to read "J. Monroe". It is written over a large, roughly circular oval outline.